

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2011, and between the County of Cuyahoga, Ohio (**"COUNTY"**), on behalf of the Department of Health and Human Services (**HHS**) Ryan White Part A Program and Nightsweats & T-Cells Company (**CONSULTANT**), an Ohio corporation with offices located at 1269 West 76th Street, Cleveland, Ohio for the provision of marketing and public relations consulting services to the Cleveland TGA Ryan White Part A Program for the Cuyahoga Regional HIV Service Planning Council (**"COUNCIL"**).

WHEREAS, the **COUNTY** as the grantee and Chief Elected Official for the Part A transitional grant area (TGA) consisting of Cuyahoga, Ashtabula, Geauga, Lake, Lorain, and Medina counties has established the **COUNCIL** as a planning body for persons living with HIV/AIDS; and

WHEREAS, the **COUNCIL** is responsible for identifying and prioritizing the health care and social service needs of individuals and families affected by HIV/AIDS; and

WHEREAS, the **COUNCIL** has determined a program to increase awareness of Part A funded services for persons living with HIV/AIDS within the Part A six county TGA is necessary to increase access to and usage of services in the 2011 fiscal year; and

WHEREAS, the **COUNCIL** has determined the grant year priorities to include reaching out to traditionally underserved populations and increasing awareness and access to primary care services; and

NOW, THEREFORE, the **COUNTY** and the **CONSULTANT** hereto agree as follows:

ARTICLE 1 SCOPE OF SERVICES

The **CONSULTANT** accepts the relationship of trust and confidence from the **COUNTY**, and by this Agreement asserts that it shall provide consulting services to assist the **COUNCIL** and **COUNTY** in carrying out the Part A marketing and public relations plans for the 2011 fiscal year as follows:

1.1 GENERAL CONTRACTUAL

- a. **Services-** **CONSULTANT** shall work under the direction of the **COUNCIL** and **COUNTY** to assist in implementing the marketing and public relations plans approved by the Membership and Outreach Committee of the **COUNCIL**.

- b. **Personnel-** **CONSULTANT** shall identify and assign an account representative as the primary contact for all Part A services. **CONSULTANT** shall identify secondary account contacts should the primary account representative not be available for any reason. The representative may be asked to meet with or make presentations to the **COUNCIL** or **COUNTY** with a minimum of seven (7) days prior notification.
- c. **Product Ownership-** Any print materials produced for Part A under this contract by an employee or representative of **CONSULTANT** shall become the property of the **COUNTY** and can be reproduced or altered by the **COUNTY** or the **COUNCIL** for any additional advertising, marketing or public relations purposes without the consent of **CONSULTANT** or the designing artist.

1.2 PRINT MEDIA DESIGN & PRODUCTION

- a. After the **COUNCIL** has identified marketing goals for the program year including the dollar amount allocated to print media, target audiences for print media, specific services to be advertised, publications to advertise in and frequency of media buy, **CONSULTANT** shall assist in the conceptualization, design and layout of print media advertising, for ongoing advertising, any special editions, and all free advertising opportunities as directed.
- b. **CONSULTANT** shall submit draft concepts and draft ads to the **COUNCIL** Membership and Outreach Committee of the Planning Council for comment, editing and approval through the Planning Council Manager or a designee. **CONSULTANT** shall make requested changes to ad layout and/or copy within a timeframe identified by the **COUNCIL** and/or the **COUNTY**.
- c. **CONSULTANT** shall submit approved advertising layouts to the program office for final proofing prior to submission to print publications. After said approval **CONSULTANT** shall submit ads to print publications according to their specific print requirements, by production deadlines under staff instruction regarding schedule of specific buy.

1.3 SPECIAL EVENTS

- a. **CONSULTANT** shall assist the **COUNCIL** and **COUNTY** in securing free advertising for the Part A program and its services at community events and special events as requested and any other data determined by the **COUNCIL** or the **COUNTY**.

1.4 MARKETING OUTREACH, COORDINATION AND PUBLIC RELATIONS

- a. **Public Relations- CONSULTANT** shall assist the **COUNCIL** and **COUNTY** in the development of free media opportunities in the form of interviews, new stories and editorials for follow up and execution by the **COUNCIL** and/or **COUNTY** or their assigned representatives.
- b. **Marketing Coordination- CONSULTANT** shall assist provider agencies in marketing Ryan White services as requested by sharing Part A advertising designs and advertising campaign information with individual provider organizations to assure a consistent message to a consistent target audience.
- c. **Client Services Brochure or Cards/Consumer Resource Guide-** Under the direction of the **COUNTY** and/or **COUNCIL** staff **CONSULTANT** shall:
 - c.1. Distribute the Part A Service Brochure and/or Consumer Resource Guide to all Part A providers and review the requirement that all providers must display the material as instructed by the program office. These materials shall be delivered to a specific contact designated by the **COUNTY** at each organization.
 - c.2. Distribute Part A Brochure and/or Consumer Resource Guide to other non-Part A provider organizations and other community organizations as determined by the **COUNCIL** and/or **COUNTY**.
 - c.3. Monitor and re-stock display of Service Brochures and Guides at all locations with a quarterly visit to each provider.
 - c.4. Report quarterly to the grantee the status of displays at provider agencies and other locations in the format prescribed by the program office.

1.5 UPDATING CONSUMER RESOURCE GUIDE

- a. The **CONSULTANT** shall update the consumer guide in an electronic format to be posted on the Ryan White Program website. The **CONSULTANT** shall keep record of any change to agency or provider services contained in the most recent version of the guide for purposes of proper editing and posting to the website. These updates may include information regarding address, telephone and fax numbers, e-mail, services, hours of operation, bus routes, eligibility criteria, insurance accepted.

1.6 MEDIA/MARKETING MONITORING & RESEARCH

- a. **Monitoring Media Schedules- CONSULTANT** shall verify that ads in buy schedule have been run as placed and placed as purchased and free advertisement have been requested and placed as needed.

- b. **Program News and Marketing File-** **CONSULTANT** shall clip, paste and forward to the **COUNTY** on a timely basis all Cleveland TGA Part A related advertisements, purchased or free, and/or news stories as requested and where reasonable to identify and obtain any Ryan White related advertisements and/or program brochures from local Part A providers for grantee files and/or distribution for Planning Council use.
- c. **National Part A Marketing File-** **CONSULTANT** shall contact other EMA's and TGA's, as requested, for copies of their Service Brochures and advertising and materials and forward to **COUNTY** on a timely basis to file for reference by the Cleveland TGA.

1.7 OTHER DESIGN PROJECTS AS REQUESTED

- a. The **COUNCIL** and/or **COUNTY** through the program office may request additional art for various projects throughout the year including but not limited to: program logo, posters, design for specific premium or promotional items.

1.8 REPORTING

- a. **CONSULTANT** shall make reports and presentations to the **COUNCIL**, Membership & Outreach committee or **COUNTY** as requested.
- b. **CONSULTANT** shall provide draft ad concepts for the **COUNCIL** and/or the **COUNTY** on a timely basis as requested for prior approval and submit approved art to print publications, according to publication instructions to meet the media buy schedule.
- c. **CONSULTANT** shall report status of service brochure displays at providers and other sights by location quarterly to **COUNCIL** and **COUNTY**.
- d. **CONSULTANT** shall provide on a monthly basis to the program office copies of any Part A advertising, provider agency advertising, Part A news articles, and other EMA/TGA marketing materials identified as helpful to the local Part A program.

ARTICLE 2 COUNTY SERVICES

The **COUNTY** accepts the relationship of trust and confidence between **CONSULTANT** and the **COUNTY**, and by this Contract agrees that it shall provide resources and services in connection with the **COUNCIL**, including but not limited to the following:

Review. The **COUNTY** will review all documents for distribution provided to it by **CONSULTANT** and shall approve or comment with specificity within ten (10) business

days of the document's receipt unless other arrangements are reached between the **COUNTY** and **CONSULTANT**.

- 2.2 Identification.** The **COUNTY** shall identify all Part A agencies with which **CONSULTANT** may work collaboratively for the purpose of providing marketing services.
- 2.3 Print Media Schedule.** The **COUNTY** shall provide **CONSULTANT** a copy of all negotiated advertising schedules to facilitate print media placement.
- 2.4 Part A TGA Information.** The **COUNTY** shall provide **CONSULTANT** a list of other Part A TGA contacts and phone numbers for contact regarding their marketing efforts and materials and long distance telephone capacity at the grantee office for purposes of contacting other EMA's and TGA's. The **COUNTY** may also assist in the collection of such materials by contacting other EMA's in writing to request marketing materials.

ARTICLE 3 FINANCIAL

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Direct Compensation. For the provision of all services and the delivery of all products required under this Agreement, the **COUNTY** shall pay **CONSULTANT** a total of \$12,000.00.

This amount shall be made in four equal quarterly payments of \$3,000.00.

Payments shall be made within 30 days upon receipt of an itemized invoice and a detailed report from **CONSULTANT** for services rendered as outlined in the scope of services of this contract.

ARTICLE 4 TERM OF CONTRACT

- 4.1 Period of Agreement.** The terms and conditions of this Contract shall go into effect March 01, 2011 and shall remain in effect through February 29, 2012 or until such time as all services outlined in Article 1 have been performed or this Contract is terminated in accordance with section 4.2 of this Contract.
- 4.2 Termination.** The **COUNTY** and **CONSULTANT** shall have the right to terminate this Contract subject to thirty (30) calendar days prior written no-

ARTICLE 5
GENERAL PROVISIONS

- 5.1. Modifications.** By the mutual written consent of the **COUNTY** and the **CONSULTANT**, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be amended in writing and signed by both parties.
- 5.2. Suspension or Debarment.** **CONSULTANT** hereby represents and certifies that it, any partner, officer, or director, has not been excluded by suspension or debarment from entering into any contract with this public entity whereby federal funds will be paid, or suspended or debarred from contracting with this public entity for any other reason. It is acknowledged that any such suspension or debarment will result in voiding this contract, and the **COUNTY** will not be liable for any damages whatsoever.
- 5.3. Ownership.** The work product outlined in this agreement is the sole property of the **COUNTY** and may not be shared or reproduced without the permission of the **COUNTY**.
- 5.4. Notices.** All notices and communications provided or hereunder shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:
- If to the COUNTY:** Laurie Atkins
Ryan White Program
Old Brooklyn NFSC
4261 Fulton Pkwy
Cleveland, Ohio 44144
(216) 635-2963
- If to Nightsweats
& T-Cells Company:** Gil Kudrin
Nightsweats & T-Cells Company
1269 West 76th Street
Cleveland, OH 44102
(216) 281-7898
- 5.5. Indemnification.** The **CONSULTANT** shall indemnify and hold the County of Cuyahoga, Ohio, its officers, employees and representatives harmless from and against any claims against the **COUNTY**.

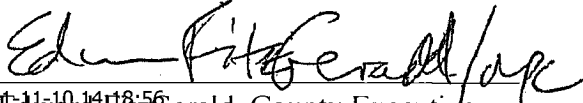
5.6. Electronic Signature(s). By entering into this Contract the **CONSULTANT**, its officers, employees, subcontractors, sub-grantees and agents agree to conduct this transaction by electronic means by agreeing that all documents requiring **COUNTY** signatures may be executed by electronic means, and that the electronic signatures affixed by the **COUNTY** to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The **CONSULTANT** also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS THEREOF, the **COUNTY** and **CONSULTANT** have entered into this agreement as of the day and year first written above.

COUNTY OF CUYAHOGA, OHIO

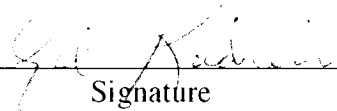
Edward FitzGerald, County Executive

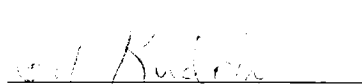
BY:


2011-10-14 18:56
Edward FitzGerald, County Executive

NIGHTSWEATS & T-CELLS COMPANY

BY:


Signature

 Vice President
Printed Name and Title